

Doc # 4761

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

RESOLUTION

BE IT RESOLVED by the Boston Redevelopment Authority that an ORDER OF TAKING dated JUNE 12, 1986, relating to portions of the GOVERNMENT CENTER URBAN RENEWAL AREA, MASS. R-35, be executed together with a Plan entitled, "Taking Plan I, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts," dated November 7, 1985; a Plan entitled, "Taking Plan II, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts," dated August 2, 1985 and a Plan entitled, "Taking Plan III, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts," dated August 9, 1985, and made a permanent part of these proceedings, a copy of which the Secretary shall cause to be recorded in the office of the Registry of Deeds for the County of Suffolk.

A true copy

CERTIFICATE

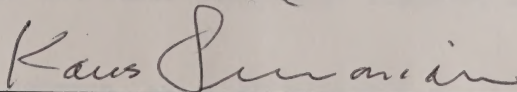
I hereby certify that the following names constitute the entire membership of the Boston Redevelopment Authority:

Robert L. Farrell
Joseph J. Walsh
James K. Flaherty

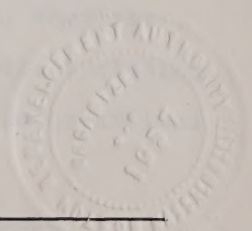
Clarence J. Jones
Michael F. Donlan

A true copy

ATTEST:



Secretary of the Boston Redevelopment Authority



COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

BOSTON REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Boston Redevelopment Authority adopted and filed in the Suffolk County Registry of Deeds, Book 7600, page 3, an Order of Taking, dated October 25, 1961, and in Book 7971, page 287, an Order of Taking, dated July 29, 1965, concerning and describing the Government Center Urban Renewal Area, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof; and

WHEREAS, the Redevelopment Authority, in accordance with the provisions of Section 26P, sub-paragraph (b) of said Housing Authority Law has deposited with the Mayor of the City of Boston security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by General Laws (Ter. Ed.), Chapter 79, section 40.

NOW, THEREFORE, BE IT ORDERED that the Boston Redevelopment Authority, acting under the provisions of the Housing Authority Law and without limiting the generality of the foregoing, of Section 26P, of General Laws (Ter. Ed.), Chapter 79, and of any and every power and authority to it, granted or implied, hereby takes for itself in fee simple by eminent domain for the purposes hereinbefore set forth or referred to, the area or areas located in the City of Boston as hereinafter described in ANNEX A, together with any and all easements and rights appurtenant hereto, including the trees, buildings and other structures standing upon or affixed thereto;

AND FURTHER ORDERED, that the Boston Redevelopment Authority, acting under the provisions of the Housing Authority Law and without limiting the generality of the foregoing, of Section 26P of General Laws (Ter. Ed.) Chapter 79, and of any and every power and authority to it granted or implied hereby

takes for itself by eminent domain the permanent and temporary easements hereinafter described in ANNEX B, subject to the limitations therein set forth or referred to, for the purposes hereinbefore set forth or referred to; provided, however, that no rights and privileges of Associates under the Lease (as such terms are defined in ANNEX B) are taken with respect to the Easement Areas as described in ANNEX B, except and only to the extent necessary to effectuate the Permanent and Temporary Easements;

AND FURTHER ORDERED, that in accordance with the provisions of the General Laws, Chapter 79, section 6, as amended, no awards are made by the Boston Redevelopment Authority;

AND FURTHER ORDERED, that the Secretary of the Boston Redevelopment Authority cause this instrument of Taking to be recorded in the office of the Suffolk County Registry of Deeds.

IN WITNESS WHEREOF, we, the following members of the Boston Redevelopment Authority have caused the corporate seal of the Authority to be hereto affixed and these presents to be signed in the name and behalf of the Boston Redevelopment Authority.

DATED:

BOSTON REDEVELOPMENT AUTHORITY

By: *[Signature]*
[Signature]
[Signature]
[Signature]

ATTEST:

[Signature]

Secretary of the Boston Redevelopment Authority

Approved as to form:

[Signature]

Ralph F. Cahill
Assistant General Counsel

ANNEX A

BOSTON REDEVELOPMENT AUTHORITY

GOVERNMENT CENTER URBAN RENEWAL AREA

TAKING AREA DESCRIPTION

The following parcel of land is to be taken by this order of taking:

A certain parcel of land, located on Merchants Row in Boston, and bounded and described as follows:

Easterly	by Merchants Row, in two courses, 70.84 feet and 3.16 feet;
Southerly	by land N/F of Bertram A. Druker, Trustee, 7.80 feet;
Southwesterly	again by land N/F of Bertram A. Druker, Trustee, 3.16 feet;
Southerly	again by land N/F of Bertram A. Druker, Trustee, 61.75 feet;
Westerly	again by land N/F of Bertram A. Druker, Trustee, in three courses, 1.0 feet, 67.27 feet and 2.00 feet;
Southerly	again by land N/F of Bertram A. Druker, Trustee, 3.91 feet;
Westerly	again by land N/F of Bertram A. Druker, Trustee, 0.81 feet;
Northerly	by Faneuil Hall Square, in two courses 68.03 feet and 5.97 feet.

Said parcel is shown as Lots SE-1, E-1 and N-1, B.R.A. Parcel 14A, and the Graham Gund parcel on the plan entitled, "Taking Plan I, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County) Massachusetts", prepared by Whitman & Howard, Inc., dated November 7, 1985, and recorded in the Suffolk County Registry of Deeds simultaneously herewith ("Taking Plan I").

ANNEX B

BOSTON REDEVELOPMENT AUTHORITY

GOVERNMENT CENTER URBAN RENEWAL AREA

EASEMENT TAKING DESCRIPTION

1. Permanent Easements

Overhang Easement. A permanent, exclusive easement over, across and through that area of the premises leased by Faneuil Hall Marketplace Associates ("Associates"), a Maryland limited partnership, successor to Faneuil Hall Marketplace, Inc., a Maryland corporation, as lessee under an Indenture of Lease, dated as of February 21, 1975, with the Boston Redevelopment Authority, into First and Second Amendments thereto dated as of September 26, 1975, into Third Amendment thereto dated as of April 15, 1977 and into Fourth Amendment thereto dated as of August 2, 1978 (such Indenture of Lease and First, Second, Third and Fourth Amendments thereto being collectively called the "Lease") of the property described therein (the "Associates Property"), notice of the Lease having been recorded with the Suffolk County Registry of Deeds in Book 8827, Page 15 and filed with the Suffolk Registry District of the Land Court as Document No. 325980, shown as "Easement A" ("Easement Area A") on the plan entitled "Taking Plan I, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts", dated November 7, 1985 ("Taking Plan I") to be recorded herewith, as more particularly described below, for the purposes of encroachment by, and for construction, reconstruction, use, operation, maintenance, repair, replacement, modification and removal of a building (the "Building") and all fixtures, facilities, improvements, additions, modifications, and replacements thereof and thereto, now or hereafter constructed or located within the property described in Annex A (the "One Faneuil Hall Property"). The overhang easement area is more particularly described as follows:

EASEMENT A:

PARCEL 1 (Lot E-2)

A certain parcel of land located on Merchants Row in Boston and described as follows:

EASTERLY: by Merchants Row, 73.82 feet;
SOUTHERLY: again by Merchants Row, 3.00 feet;
WESTERLY: by Lot E-1, 70.86 feet;
SOUTHERLY: by Lot E-1, 5.97 feet;
WESTERLY: by Faneuil Hall Square, 3.02 feet;
NORTHERLY: again by Faneuil Hall Square, 9.31 feet,
containing an area of 239.03 square feet.

Said parcel is shown as Lot E-2 on Taking Plan I.

PARCEL 2 (Lot N-2)

A certain parcel of land located on Faneuil Hall Square in Boston and bounded and described as follows:

EASTERLY: by Lot E-2, 3.02 feet;
SOUTHERLY: by Lot N-1, 68.03 feet;
EASTERLY: by Lot N-1, 0.81 feet;
SOUTHERLY: by land N/F of Bertram A. Druker, Trustee,
3.00 feet;
WESTERLY: by Faneuil Hall Square, 3.63 feet;
NORTHERLY: by Faneuil Hall Square, 70.69 feet, containing
an area of 216.55 square feet.

Said parcel is shown as Lot N-2 on Taking Plan I.

PARCEL 3 (Lot SE-2)

A certain parcel of land located on Merchants Row in Boston and bounded and described as follows:

EASTERLY: by Merchants Row, 6.18 feet;
SOUTHERLY: by Merchants Row, 10.15 feet;
SOUTHWESTERLY: by land N/F of said Bertram A. Druker, Trustee,
3.07 feet;
NORTHERLY: by Lot SE-1, 7.80 feet;
WESTERLY: again by Lot SE-1, 3.16 feet;
NORTHERLY: by Lot E-2, 3.00 feet, containing an area of
40.92 square feet.

Said parcel is shown as Lot SE-2 on Taking Plan I.

Maintenance and Repair Easement. A permanent, non-exclusive easement in, on, over and across that area of the Associates Property shown as "Easement B" ("Easement Area B") on Taking Plan I for the purposes of maintaining, repairing, replacing, rebuilding, modifying and removing the Building, or any successor structure, from time to time. The maintenance and repair easement area is more particularly described as follows:

EASEMENT B

A certain parcel of land located on Merchants Row in Boston and described as follows:

EASTERLY: by Merchants Row in two courses, 80.78 feet and 13.22 feet;

SOUTHERLY: again by Merchants Row, 12.57 feet;

SOUTHWESTERLY: by land N/F of Bertram A. Druker; Trustee, 7.17 feet;

NORTHERLY: by Lot SE-2, 10.15 feet;

WESTERLY: by Lot SE-2 and Lot E-2 in two courses, 6.18 feet and 73.82 feet;

SOUTHERLY: by Lot E-2 and Lot N-2 in two courses, 9.31 feet and 70.69 feet;

EASTERLY: by Lot N-2, 3.63 feet;

SOUTHERLY: by land N/F of Bertram A. Druker, Trustee, 7.02 feet;

WESTERLY: by Faneuil Hall Square, 10.21 feet;

NORTHERLY: again by Faneuil Hall Square in two courses, 90.00 feet .

Containing an area of 1,343.00 square feet, being shown as Easement "B" on Taking Plan I.

Access Easement. A permanent, non-exclusive easement in, on, over and across the former Merchants Row and former Faneuil Hall Square portions of the Associates Property for the purposes of pedestrian travel by the employees, visitors, licensees, lessees, and contractors of the owner of the One Faneuil Hall Property to and from the Building and the public rights of way in State Street, Merchants Row, Chatham Street and Congress Street and for the purposes of vehicular travel by emergency and trash removal vehicles servicing the Building, the latter of which shall not proceed beyond the service entrance to the Building or use said easement at any time other than between 8:00 p.m. and 8:00 a.m. and for more than 20 minutes at a time, and including the right, but not the obligation, to keep the same clear of any dirt, debris, snow and ice.

Vault Easement. A permanent, exclusive easement to install, use, maintain, repair and replace under Faneuil Hall Square, in the premises described, respectively, as "Electric Vault" (the "Vault Area") and "Electric Conduit Area" (the "Conduit Area") on Taking Plan I, two reinforced concrete transformer vaults (the "Vaults") measuring, in the aggregate, approximately 18 feet by 15 feet at grade, and four 5" PVC conduits encased in concrete from each such vault to the One Faneuil Hall Property, all to be as and in the location shown on Taking Plan I, and to relocate the sewer line currently located in the Vault Area and to install, use, maintain, repair, remove and replace said sewer line in the premises described as "Taking Area" (the "Sewer Relocation Area") on the plan entitled "Taking Plan II, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts" dated August 2, 1985 ("Taking Plan II"), to be recorded herewith, all to be as and in the location shown on Taking Plan II. This easement shall include the non-exclusive right to pass and repass over the former Merchants Row and Faneuil Hall Square portions of the Associates Property for the purposes of such pedestrian or vehicular travel by the owner of the One Faneuil Hall Property and its employees, officers, licensees and contractors as may be necessary to carry out the installation, use, maintenance, removal, repair, replacement and relocation of the Vaults and said water and sewer lines. .

The Vault Area is more particularly described as follows:

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 15.00 feet;

EASTERLY: again by Faneuil Hall Square, 13.00 feet;

SOUTHERLY: again by Faneuil Hall Square, 15.00 feet;

WESTERLY: again by Faneuil Hall Square, 13.00 feet.

Said parcel is shown as "Electric Vault" on Taking Plan I.

The Conduit Area is more particularly described as follows:

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 5.00 feet;

EASTERLY: again by Faneuil Hall Square, 7.50 feet;

SOUTHERLY: by BRA Parcel 14A, 5.01 feet;

WESTERLY: by Faneuil Hall Square, 7.20 feet.

Said parcel is shown as "Electric Conduit Area" on Taking Plan I.

The Sewer Relocation Area is more particularly described as follows:

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHEASTERLY: by Faneuil Hall Square, 10.00 feet;

SOUTHEASTERLY: again by Faneuil Hall Square, 54.80 feet;

SOUTHWESTERLY: again by Faneuil Hall Square, 10.00 feet;

NORTHWESTERLY: again by Faneuil Hall Square, 54.80 feet, containing an area of 548.0 feet.

Said parcel is shown as "Taking Area" on Taking Plan II.

Water and Sewer. A permanent, non-exclusive easement in, on, over, across, under and through those areas of the former Merchants Row and Faneuil Hall Square portions of the Associates Property shown as "Water Area" and "Sewer & Drain Area" on Taking Plan I for the purposes of installation, construction, relocation, maintenance, repair, removal and replacement of water pipes and connections and storm and sanitary sewer lines, all to be as and in the location shown on Taking Plan I. The Water and Sewer Easement Areas are more particularly described as follows:

PARCEL 1 (WATER AREA)

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 5.00 feet;

EASTERLY: again by Faneuil Hall Square, 9.00 feet;

SOUTHERLY: again by Faneuil Hall Square, 5.00 feet;

WESTERLY: again by Faneuil Hall Square, 9.00 feet.

Said parcel is shown as "Water Area" on Taking Plan I.

PARCEL 2 (WATER AREA)

A certain parcel of land located on Merchants Row in Boston and described as follows:

NORTHERLY: by Merchants Row, 13.00 feet;

EASTERLY: again by Merchants Row, 8.00 feet;

SOUTHERLY: again by Merchants Row, 13.00 feet;

WESTERLY: by Lot E-1, 8.00 feet.

Said parcel is shown as "Water Area" on Taking Plan I.

PARCEL 3 (SEWER & DRAIN AREA)

A certain parcel of land located on Faneuil Hall Square in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 8.00 feet;
EASTERLY: again by Faneuil Hall Square, 49.51 feet;
SOUTHERLY: by Lot N-1, 8.01 feet;
WESTERLY: by Faneuil Hall Square, 50.00 feet.

Said parcel is shown as "Sewer & Drain Area" on Taking Plan I.

2. Temporary Easements

Construction Easement. A temporary, exclusive construction easement in, on, over, across, under and through that area of the Associates Property shown as "Taking Area" (the "Construction Easement Area") on the plan entitled "Taking Plan III, Government Center Redevelopment Project R-35, Boston Redevelopment Authority, Boston (Suffolk County), Massachusetts" dated August 9, 1985 ("Taking Plan III") to construct, use, maintain, repair and replace a construction fence on former Faneuil Hall Square and former Merchants Row enclosing the Construction Area; to use the Construction Area for bringing construction workers, equipment, materials and vehicles to the One Faneuil Hall Property; for storing construction materials; for maneuvering, operating, and parking construction equipment; for making minor excavations; for performing an archaeological survey of the One Faneuil Hall Property; and for demolition, excavation, construction, erection of scaffolding and ladders, and temporary storage of equipment and materials in connection with the construction of the Building. The Construction Easement Area is more particularly described as follows:

A certain parcel of land located on Merchants Row in Boston and described as follows:

NORTHERLY: by Faneuil Hall Square, 14.10 feet;
EASTERLY: by Merchants Row in two courses, 80.78 feet and 11.22 feet;
SOUTHERLY: by Merchants Row, 13.02 feet;
SOUTHWESTERLY: by land N/F of Bertram A. Druker, Trustee, 5.12 feet;
NORTHERLY: by Lot SE-2, 10.15 feet;
WESTERLY: by Lot SE-2 and Lot E-2 in two courses, 6.18 feet and 73.82 feet;
SOUTHERLY: by Lot E-2 and Lot N-2 in two courses, 9.31 feet and 70.69 feet;

EASTERLY: by Lot N-2, 3.63 feet;
SOUTHERLY: by land N/F of Bertram A. Druker, Trustee,
8.17 feet;
NORTHWESTERLY: by Faneuil Hall Square, 7.19 feet;
WESTERLY: again by Faneuil Hall Square, 23.74 feet;
NORTHERLY: again by Faneuil Hall Square, 10.70 feet;
WESTERLY: again by Faneuil Hall Square, 7.20 feet;
NORTHERLY: again by Faneuil Hall Square, 58.57 feet;
EASTERLY: again by Faneuil Hall Square, 7.00 feet;
NORTHERLY: again by Faneuil Hall Square, 3.69 feet;
NORTHEASTERLY: again by Faneuil Hall Square, 13.14 feet,
containing an area of 2,613.79 square feet.

Said parcel is shown as "Taking Area" on Taking Plan III.

Construction Access Easement. A temporary, non-exclusive easement in, on, over and across the former Merchants Row and former Faneuil Hall Square portions of the Associates Property for the purposes of bringing construction workers, equipment, materials and vehicles to the One Faneuil Hall Property and the easement areas described herein in connection with construction of the Building; provided, however, that at all times during the course of construction the owner of the One Faneuil Hall Property shall not permit any vehicles or major deliveries to be made using the Merchants Row portion of the Associates Property between the hours of 11:00 a.m. and 1:00 p.m.

Expiration. The foregoing Construction Easement and Construction Access Easement (collectively, the "Temporary Construction Easements") shall terminate 30 days following the completion of the construction of the Building and shall in any event expire at midnight on August 31, 1989, except that the Boston Redevelopment Authority agrees to extend the Temporary Construction Easements for a reasonable period of time in the event that construction of the Building is delayed by reason of strikes or labor troubles, conditions of supply and demand, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any governmental agency, or any other similar or dissimilar cause whatsoever beyond the control of the owner of the One Faneuil Hall Property. If the Building shall be substantially damaged or entirely destroyed by reason of fire or other casualty, or by the action of any public or quasi-public authority, the foregoing Temporary Construction Easements shall be reinstated in connection with the repair, reconstruction or replacement of the Building, the term of such reinstated Temporary Construction Easements to be subject to the consent of Associates, which consent shall not be unreasonably withheld or delayed.

ANNEX C

BOSTON REDEVELOPMENT AUTHORITY
GOVERNMENT CENTER URBAN RENEWAL AREA

AWARD OF DAMAGES

No awards are made with this Order of Taking.

MEMORANDUM

June 12, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY and
STEPHEN COYLE, DIRECTOR

FROM: PAUL L. MCCANN, EXECUTIVE ASSISTANT TO THE DIRECTOR

RE: GOVERNMENT CENTER PROJECT, ADOPTION OF CONFIRMATORY
ORDER OF TAKING OF PARCEL 14A AND ADJACENT SLIVER
PARCELS

On March 20, 1986, the Authority voted (1.) to designate One Faneuil Hall Square Limited Partnership (the Partnership) as redeveloper of Parcel 14A in the Government Center Urban Renewal Project; (2.) to order the filing of an Order of Taking of Parcel 14A and adjacent property; (3.) to authorize the Director to execute an easement agreement granting to the Partnership easement interests taken by the Order of Taking; (4.) to convey the Parcel 14A and other property interests taken by the Order of Taking to the Partnership; and (5.) to approve minor changes to the Government Center Urban Renewal Plan.

Prior to the Board's vote, Faneuil Hall Marketplace Associates, the tenant of the property taken by the Order of Taking, had consented to the taking and the Partnership anticipated that Teachers Insurance and Annuity Association of America, the leasehold mortgagee, would formally consent to the taking shortly. However, the mortgagee did not execute the Consent to the Taking until May 6, 1986. A copy of the executed Consent to Taking and Agreement is attached as Exhibit A. As a result, the Order of Taking could not be recorded within thirty days of the Board's vote, and is no longer effective.

Therefore, the Partnership requests that the Authority readopt the March 20, 1986 Order of Taking.

The appropriate resolution and Order of Taking are attached.

CONSENT TO TAKING AND AGREEMENT

This Consent to Taking and Agreement ("this Agreement") made and entered into as of the _____ day of February 1986 by and between FANEUIL HALL MARKETPLACE ASSOCIATES, a general partnership composed of Carlyle Real Estate Limited Partnership-75, an Illinois limited partnership, and Faneuil Hall Marketplace Limited Partnership, a Maryland limited partnership, having an address at One Faneuil Hall Marketplace, Boston, Massachusetts 02109 ("Associates") and ONE FANEUIL HALL SQUARE LIMITED PARTNERSHIP, a Massachusetts limited partnership, having an address c/o The Gunwyn Companies, Bulfinch Square, 47 Thorndike Street, Cambridge, Massachusetts 02141 ("One Faneuil Hall").

W I T N E S S E T H:

WHEREAS, Faneuil Hall Marketplace, Inc., a Maryland corporation, as lessee, entered into an Indenture of Lease dated as of February 21, 1975 with the Boston Redevelopment Authority, a public body politic and corporate organized under the laws of The Commonwealth of Massachusetts (the "BRA"), and into First and Second Amendments thereto dated as of September 26, 1975, into a Third Amendment thereto dated as of April 15, 1979, and into a Fourth Amendment thereto dated as of August 2, 1978 (such Indenture of Lease and the First, Second, Third and Fourth Amendments of Lease relating thereto being collectively called the "Lease") of the property described therein (the "Associates Property"), notice of the Lease having been recorded with the Suffolk County Registry of Deeds in Book 8827 Page 15 and filed with the Suffolk Registry District of the Land Court as Document No. 325980;

WHEREAS, Associates has succeeded to Faneuil Hall Marketplace, Inc.'s interest as lessee under the Lease pursuant to an Assignment and Assumption Agreement dated December 29, 1975 recorded with said Registry of Deeds in Book 8842 Page 3 and filed with said Registry District as Document No. 326747;

WHEREAS, One Faneuil Hall (a) is the owner of certain premises adjacent to the Associates Property known as 28-36 Merchants Row, Boston, Massachusetts, more particularly described in a deed from Graham Gund to One Faneuil Hall dated December 28, 1985 recorded with said Deeds as Instrument No. 430 of December 31, 1985, (b) has been designated by the BRA to purchase and develop the adjacent parcel known as Parcel 14A of the Government Center Urban Renewal Area, and (c) proposes to acquire from abutting property owners certain easement interests in other adjacent premises pursuant to a certain Agreement and Grant of Easements, dated as of _____, among the Trustees of Fifty State Street Trust, the Trustees of 60 State Street Trust, and One Faneuil Hall (collectively the "One Faneuil Hall Property");

WHEREAS, One Faneuil Hall intends to construct a new combined office and retail building (the "Building"), to be situated substantially in accordance with the plan entitled "Easement Plan of Land in Boston (Boston Proper) Mass." dated November 7, 1985, prepared by Whitman & Howard, Inc., 45 William Street, Wellesley, Mass. (the "Easement Plan"), attached hereto as Exhibit A and to be filed with said Registry of Deeds on the date hereof;

WHEREAS, One Faneuil Hall intends to construct the Building substantially in accordance with the plans and specifications set forth in the schedule attached hereto as Exhibit B (the "Building Plans");

WHEREAS, it is contemplated that the Building will be located in part upon the One Faneuil Hall Property and in part upon Lots E-1 and N-1 as shown on the Plan, which parcels constitute a portion of the Associates Property (collectively, the "Parcel");

WHEREAS, the BRA intends to take by eminent domain all interests in the Parcel and to convey the same to One Faneuil Hall, and intends also to take by eminent domain and grant to One Faneuil Hall (a) certain permanent and temporary easements over that portion of the Associates Property shown as Easement Areas A and B on the Easement Plan for the purposes of encroachment of and constructing, maintaining, repairing, and rebuilding the Building, (b) certain permanent easements over a portion of the Associates Property as hereinafter described for the purposes of constructing, maintaining, installing, repairing and relocating an electrical transformer and vault and certain water and sewer lines (the "Utility Easement Areas"), and (c) certain permanent, non-exclusive easements for pedestrian and vehicular travel over the walkways and plazas providing access to the public to the Associates Property, all as hereinafter further set forth (all such permanent and temporary easements being sometimes hereinafter collectively called the "Easements", and the areas over which the Easements are granted being hereinafter called the "Easement Areas"); and

WHEREAS, Associates has agreed to consent to the taking of the Easements and the Parcel and conveyance of the Easements and the Parcel by the BRA to One Faneuil Hall, provided that One Faneuil Hall provides certain agreements with Associates to ensure the development of the One Faneuil Hall Property in a manner in keeping with the high quality of Faneuil Hall Marketplace (the "Marketplace"), all as hereinafter further set forth.

NOW, THEREFORE, in consideration of the mutual undertakings hereinafter contained, Associates and One Faneuil Hall hereby agree as follows:

1. Consent. Associates hereby consents to (a) the taking by eminent domain by the BRA of any and all interests Associates may have pursuant to the Lease or otherwise in and to the Parcel, (b) the taking by eminent domain by the BRA of the Easements over the Associates Property described in Articles I and II of that certain Agreement and Grant of Easements (the "Grant of Easements") by and among Associates, the BRA, and One Faneuil Hall, of even date and recorded with said Registry of Deeds simultaneously herewith, and (c) the conveyance of the Parcel and grant of the Easements to One Faneuil Hall, and Associates hereby releases all claims it may have for damages or compensation with respect thereto.

2. Reservation of Associates's Rights in Easement Areas. It is understood and agreed that, except and only to the extent necessary to effectuate the Permanent and Temporary Easements granted herein, Associates shall keep and retain all rights and privileges it has with respect to the Easement Areas, as set forth in the Lease.

3. Use of Premises.

(a) One Faneuil Hall shall use the Parcel only in connection with the construction and operation of the Building, or any successor structure, and may use the Parcel for any use not inconsistent with the Government Center Urban Renewal Plan covering the Associates Property, as the same may be modified and in force from time to time.

(b) One Faneuil Hall shall attempt to locate retail tenants or subtenants for the retail areas of the Building of a quality at least comparable to the tenants at the Marketplace.

(c) One Faneuil Hall agrees that neither the One Faneuil Hall Property nor the Building shall be used for any of the following:

- (i) arcade, family-amusement center or recreation center with entertainment such as video games and pinball machines;
- (ii) because of the burden that seating and trash generation would put on Associates and the Associates Property, the sale of food or beverages for consumption off the premises of any tenant of the Building, except such minor food items as may be incidental to another use such as a drug store or newsstand; or

- (iii) magic shop, head shop, or for the sale of (A) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or (B) any pornographic, lewd, suggestive, or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

4. Construction. One Faneuil Hall shall construct or cause to be constructed upon the One Faneuil Hall Property and the Parcel the Building, substantially in accordance with the plans and specifications set forth on Exhibit B. All construction shall be performed in a workmanlike manner, and so as not to constitute a hazard or danger to persons and/or property. In addition to, and not in limitation of, the above, One Faneuil Hall agrees:

(a) At all times during the course of construction, to maintain a passageway of at least sixteen (16) feet in width between the One Faneuil Hall Property and/or the Parcel and the South Market Building of the Marketplace, consisting of a fire lane of ten (10) feet in width and a pedestrian passageway of six (6) feet in width;

(b) At all times during the course of construction, to maintain a pedestrian passageway of at least six (6) feet in width between the One Faneuil Hall Property and/or the Parcel and Faneuil Hall;

(c) At all times during the course of construction, not to permit any vehicles to use or major deliveries to be made to the One Faneuil Hall Property using the Merchants Row portion of the Associates Property between the hours of 11:00 a.m. and 1:00 p.m.

(d) At all times during the course of construction, except for temporary, short-term parking in connection with deliveries or trash removal in accordance with paragraph (c) of this Section 3, not to permit any parking or standing of vehicles by One Faneuil Hall, its agents, contractors, servants, employees, licensees or invitees upon the Associates Property without the specific written consent of Associates;

(e) To permit Associates, with the consent of the Boston Edison Company and at Associates's sole cost, risk and expense, to utilize the Boston Edison Company transformer serving the Building and other equipment located in the transformer vault being constructed by One Faneuil Hall in an area between the One Faneuil Hall Property and Faneuil Hall for purposes of obtaining

electrical service for the Marketplace. Associates shall make arrangements for such service to the Marketplace with the Boston Edison Company, shall pay all capital and operating costs for such service directly to the Boston Edison Company and shall reimburse One Faneuil Hall on demand for any costs reasonably incurred by One Faneuil Hall by reason of Associates's participation in the use of the transformer or vault facilities as herein provided;

(f) To install at its sole cost and expense an exterior water hook-up and two electrical outlets providing 30 amps and 110 amps, respectively, of electrical service (the water hook-up and electrical outlets being hereinafter collectively referred to as the "Outlets"), to be separately metered and located as near as possible, in One Faneuil Hall's sole judgment, to the northeast corner of the Building, for use by Associates in cleaning the plaza areas of the Associates Property adjacent to the One Faneuil Hall Property. Associates expressly covenants and agrees (i) to obtain any and all easements, permits, licenses and consents that may now or hereafter be required for the installation and use of the Outlets, (ii) that any and all use of the Outlets by Associates or by its agents, employees, contractors, licensees, tenants, invitees or any other person claiming by, through or under it, shall be solely at Associates's own cost, risk and expense, and (iii) that Associates shall be solely responsible for any costs, expenses or charges associated with the operation, maintenance and repair of the Outlets subsequent to installation and hook-up. Associates hereby agrees that use of the Outlets shall not be made after 8:00 a.m. or before the later of 8:00 p.m. or the close of business for any retail tenant of the Building on any given day. Associates further covenants and agrees to pay any invoice presented by One Faneuil Hall for water or electrical charges related to use of the Outlets within 30 days of the date of tender. If any such invoice remains unpaid for more than 30 days, One Faneuil Hall shall have the right to discontinue electrical or water service to such Outlet. All obligations of One Faneuil Hall with respect to the Outlets shall cease upon completion of construction of the Building and installation and hook-up of the Outlets.

(g) To design and install at its own expense not less than one or more than two exterior lighting fixtures (the "Lights"), the design and location of which shall be satisfactory to both One Faneuil Hall and Associates, on the Associates Property between the Building and historic Faneuil Hall. Subsequent to installation of the Lights, any and all costs, expenses or charges associated with the operation, maintenance and repair of the Lights shall be solely the responsibility of Associates. If the Lights cannot reasonably be connected to electrical lines servicing the Marketplace and must be connected

to lines servicing the Building, One Faneuil Hall shall at its own cost install a separate meter therefor, and Associates hereby covenants and agrees to pay any invoice presented by One Faneuil Hall for electrical service related to the Lights within 30 days of the date of tender. If any such invoice remains unpaid for more than 30 days, One Faneuil Hall shall have the right to discontinue the electrical service to the Lights. Associates expressly covenants and agrees (i) to obtain all necessary easements, permits, licenses and consents that may now or hereafter be required for the installation and use of the Lights and (ii) that any and all use of the Lights by Associates or by its agents, employees, contractors, licensees, tenants, invitees or any other person claiming by, through or under it, shall be solely at Associates's own cost, risk and expense. All obligations of One Faneuil Hall with respect to the Lights shall cease upon completion of construction of the Building and installation of the Lights.

(h) To construct a construction fence within thirty (30) days of the execution hereof, pursuant to Section 1 of Article II of Exhibit C hereof, which shall be not less than ten feet high and which shall present a solid surface, painted a neutral color, to the former Merchants Row and Faneuil Hall Square portions of the Associates Property; and to permit Associates to decorate the surface of said fence facing the Associates Property with such graphics as it deems appropriate, excepting any advertising or promotional material whatsoever, subject to the reasonable approval of One Faneuil Hall. One Faneuil Hall shall maintain said fence in good, safe and attractive condition and repair during the course of construction of the Building and shall remove said fence upon completion of construction of the Building.

(i) That, to the extent such construction unreasonably harms or interferes with the operations of the Marketplace or its tenants, upon notice from Associates One Faneuil Hall shall use its best efforts to remedy or minimize such interference or harm;

(j) To suspend such construction activities as jack hammering or pile-driving that would, by virtue of the noise produced thereby, unreasonably interfere with such outdoor concerts as may be given on the Associates Property in accordance with a schedule to be provided by Associates to One Faneuil Hall not less than 20 days prior to the date on which such concerts are to be performed; provided, however, that in no event shall such suspension of construction activities be required to occur before 5:00 p.m. on any given weekday or on more than any two days between Monday and Friday during any week; provided further, that between April 15 and October 15 One Faneuil Hall agrees to suspend such noise-generating construction activities between

10:00 a.m. and 10:00 p.m. on Saturday and between 12:00 p.m. and 6:00 p.m. on Sunday, upon 20 days prior written notice from Associates.

(k) Upon completion of construction of the Building, to finish the surface grades of Easement Areas A and B and the Utility Easement Areas with pavers to match the surrounding walkways in Faneuil Hall Square and Merchants Row. The pavers shall be of no lesser quality than the pavers provided by Associates in contiguous areas, and there shall be no gap between the pavers on Easement Areas A and B and the Utility Easement Areas and such contiguous areas.

5. Operation and Maintenance.

(a) Operation. One Faneuil Hall shall operate the Building in a first-class manner consistent with the high standard of operation of the Marketplace. One Faneuil Hall will require tenants of the Building to, or shall, at its expense, (a) keep the inside and outside of all glass in the doors and windows of the Building clean; (b) keep all exterior surfaces of the Building clean; (c) replace promptly any cracked or broken glass with glass of like grade and quality; (d) maintain the Building in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) light the exterior show windows, if any, within the retail areas of the Building and exterior signs during regular business hours on a schedule at least as comprehensive as the schedule now in effect at the Marketplace; and (f) require retail tenants of the Building to display merchandise in all exterior retail windows facing the Associates Property in a first-class manner consistent with the standards of the Marketplace, and use best efforts to maintain displays in all exterior windows of retail space which may from time to time be unoccupied. One Faneuil Hall will not: (g) use or permit the use by tenants of any objectionable advertising, public address systems, sound amplifiers, or reception of radio or television broadcasts which is in any manner audible or visible outside of the Building; (h) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Building; (i) cause or permit objectionable odors to emanate or to be dispelled from the Building; (j) permit the sale or display of any merchandise beyond the Building perimeter line; (k) except for temporary, short-term parking in connection with deliveries during the course of construction, in accordance with subsections (c) and (d) of Section 3 hereof, or trash removal between the hours of 8:00 p.m. and 8:00 a.m., in accordance with subsection (1) hereof, permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, or parking area of the Parcel or the Associates Property; or (l) permit any vehicles to drive on the Merchants Row portion of the Associates Property after completion

of the construction of the Building, excepting only that trash removal trucks may drive thereon and stop in front of the service entrance to the Building for no more than 20 minutes on a given occasion, between the hours of 8:00 p.m. and 8:00 a.m., provided such trucks are not left unattended.

(b) Signs. One Faneuil Hall shall not place or suffer to be placed or maintained on any exterior wall, door or window facing the Associates Property any sign, lettering or advertising matter without first obtaining Associates's written approval thereof, which approval shall not be unreasonably withheld, provided, however, that Associates's approval shall not be required for any such signage which conforms to Associates's design criteria, a copy of which is attached hereto as Exhibit E, as the same may be amended by Associates from time to time; provided, however, that any such amendment of said design criteria shall be subject to the consent of One Faneuil Hall to the extent that such criteria, as amended, are applicable to the Building. One Faneuil Hall further agrees to maintain or cause to be maintained such signage in good condition and repair at all times.

(c) Maintenance and Repair. One Faneuil Hall shall keep those portions of the One Faneuil Hall Property and the Parcel not occupied by the Building (or any successor structure) in good repair and open for general pedestrian use.

(d) Contribution to Associates's Maintenance Costs; Performance of Services. One Faneuil Hall shall pay to Associates the sum of \$50,000 per year, subject to adjustment as set forth below ("Maintenance Contribution"), to compensate Associates for the cost of providing certain services to the Easement Areas surrounding the Building ("Services") as set forth herein. Associates shall provide adequate trash receptacles on and around the Easement Areas and shall be responsible for the regular removal of trash deposited therein; provided, however, that such receptacles may not be used by One Faneuil Hall, its tenants, or agents for the deposit of any trash accumulated within the Building (if such trash is deposited in the receptacles, then notwithstanding any other remedy available to Associates, an extra charge may be assessed therefor). Associates shall also provide sweeping, removal of litter, steam cleaning and snow and ice removal for the Easement Areas. All such Services shall be provided in a manner consistent with the present standard of maintenance of Faneuil Hall Marketplace.

One Faneuil Hall's payment of the Maintenance Contribution and Associates's provision of Services shall commence upon the opening for business of the Building. The Maintenance Contribution shall be paid in twelve equal monthly installments on the first day of each calendar month beginning with the first

full month of operation of the Building (which installment shall include a prorated portion of the prior month's installment if the Building opens for business in the middle of the month). Any amount not paid within thirty (30) days of such date shall bear interest at the lesser of (i) 18%; or (ii) the highest rate permitted under Massachusetts law. The Maintenance Contribution of \$50,000 has been estimated as the cost of providing Services as of calendar year 1986. At the beginning of each calendar year beginning with 1987 (or as soon thereafter as such figures become available) the Maintenance Contribution shall be adjusted upward or downward in accordance with any increase or decrease in the Consumer Price Index for all Urban Consumers (U.S. City Average) ("CPI") in the same proportion as the CPI most recently reported as of the adjustment date bears to the CPI upon which the previous adjustment was based. For example, in January 1987 the Maintenance Contribution shall be adjusted to reflect any increase or decrease in the CPI from January 1986 to January 1987. One Faneuil Hall shall pay such adjusted Maintenance Contribution (and any proration thereof relating back to the beginning of a calendar year) as set forth above. If the CPI is changed or discontinued, Associates and One Faneuil Hall shall agree upon a substitute measurement.

Nothing in this section shall create a duty on the part of Associates to inspect or maintain Easement Areas A and B or to notify One Faneuil Hall of any defects in or on Easement Areas A and B, which obligations of inspection and maintenance shall remain the sole responsibility of One Faneuil Hall. Nothing in this section shall prevent One Faneuil Hall or Associates from terminating the ~~existing~~ arrangement relating to performance of the Services and payment of the Maintenance Contribution, for cause or not for cause, upon six month's prior written notice to the other party. All amounts due and owing shall be adjusted as of the date of such termination.

6. Protection and Indemnification.

(a) Protection of the Associates Property. One Faneuil Hall Square shall perform, or cause to be performed, all activities within, or on the Easement Areas in a good and workmanlike manner, and in a fashion so as not to cause any damage to the Associates Property, and One Faneuil Hall Square shall promptly replace and repair, or cause to be replaced or repaired, any such damage and promptly remove all debris, equipment and other materials not constituting the Building or its related site improvements.

(b) Indemnification. (i) One Faneuil Hall agrees to indemnify and save Associates harmless from and against, and will defend Associates, its employees and affiliates, with competent counsel acceptable to Associates, against any and all

claims and demands for damages, costs, expenses or compensation which may be imposed upon or asserted against Associates in connection with or arising out of (A) any failure of One Faneuil Hall to perform any of its obligations under this Agreement or under any license or permit necessary in the use and occupancy of the Parcel or the Easement Areas, or (B) any use of, or any act or omission occurring on, the Parcel, the One Faneuil Hall Property or the Easement Areas by One Faneuil Hall or any of its officers, agents, contractors, servants, employees, tenants, licensees or invitees. Without limiting the generality of the foregoing, it is specifically agreed that this indemnity is intended to cover all claims and/or liability as a result of injury to third parties on the Easement Areas unless such injury is a direct result of the negligence of Associates or the failure of Associates to provide Services consistent with the standard of maintenance set forth in Section 4(d) hereof. One Faneuil Hall covenants and agrees to maintain insurance as set forth in Article VI of the Grant of Easements.

(ii) Associates agrees to indemnify and save One Faneuil Hall, its employees and affiliates harmless from and against, and will defend One Faneuil Hall, with competent counsel acceptable to One Faneuil Hall, against all claims and demands for damages, costs, expenses or compensation which may be imposed upon or asserted against One Faneuil Hall, the One Faneuil Hall Property, the Parcel or the Easement Areas by reason of, or in connection with, or arising out of (A) any failure of Associates to perform any of its obligations hereunder, or (B) any use of, or any act or omission occurring on, the Associates Property, or in connection with the decoration of the construction fence in accordance with Section 4(h) hereof or with the use, operation, maintenance or repair of the Outlets and the Lights pursuant to Sections 4(e) and (f) hereof by Associates or any of its officers, agents, contractors, servants, employees, tenants, licensees or invitees.

(c) Condition of Easement Areas. (i) One Faneuil Hall shall maintain in good condition and repair and in compliance with all laws, ordinances, orders and regulations of all governmental authorities having jurisdiction thereof, all portions of the Building located in or over the Easement Areas and shall promptly repair or replace any damage to the Easement Areas caused by One Faneuil Hall or any of its officers, agents, contractors, servants, employees, tenants, licensees or invitees.

(ii) With respect to any construction, reconstruction or rehabilitation conducted within the Easement Areas, One Faneuil Hall agrees to perform the same at One Faneuil Hall's expense in accordance with all applicable building codes, laws, ordinances, orders and regulations of all governmental authorities having jurisdiction thereof, employing all safety

measures as may reasonably be required to avoid damage or injury to persons or property on the Associates Property.

7. Additional Covenants and Agreements.

(a) Assignment. This Agreement shall be binding on, and inure to the benefit of, Associates and One Faneuil Hall and their respective successors and assigns. Each of One Faneuil Hall and Associates shall have the right to assign this Agreement to any mortgagee or successor in title with respect to the One Faneuil Hall Property, the Parcel or the Associates Property without the necessity of obtaining the consent or approval of any party hereto, provided, however, that the benefits and burdens hereof shall run with the land and be binding upon and inure to any mortgagee or successor in title without the necessity of a specific instrument of assignment of this Agreement.

(b) Estoppel Certificates. At the request of One Faneuil Hall or Associates, at any time and from time to time, the parties hereto shall execute and deliver such estoppel certificates concerning any provision of this Agreement or payments made under this Agreement which any lender, mortgagee or prospective mortgagee, or any purchaser or prospective purchaser, or any tenant or prospective tenant may reasonably request. The costs, if any, incurred in connection with obtaining such certificates shall be borne by the party requesting the same.

(c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

(d) Interpretation. If any provision of this Agreement shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby. There are no oral or written agreements between One Faneuil Hall and Associates affecting this Agreement. This Agreement may be amended only by instrument in writing executed by Associates and One Faneuil Hall. The titles of the sections contained herein are for convenience only and shall not be considered in construing this Agreement. Unless otherwise provided to the contrary herein, the words "Associates" and "One Faneuil Hall" appearing in this Agreement shall be construed to mean those named herein and their respective successors and assigns, and those claiming through or under them respectively.

(e) Cooperation. Associates and One Faneuil Hall each covenants to execute and deliver, or to cause to be executed and delivered, at any time and from time to time, any instruments which may be reasonably required in connection with this

Agreement by any party from any lender, mortgagee or prospective mortgagee. The costs, if any, incurred in connection with obtaining such instruments shall be borne by the party requesting the same.

(f) Limitation of Liability. (i) The term "Associates", as used in this Agreement, so far as covenants or obligations to be performed by Associates are concerned, shall be limited to mean and include only the lessee or lessees at the time in question of the Associates Property, and in the event of any transfer or transfers of the leasehold interest in the Associates Property, Associates (and in case of any subsequent assignment or subletting, the then assignor or sublessor) shall be automatically freed and relieved from and after the date of such assignment or subletting of all liability for the performance of any covenants or obligations on the part of Associates contained in this Agreement thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Agreement on the part of Associates shall, subject as aforesaid, be binding on Associates, its successors and assigns only during and in respect of their respective successive periods of lease of the Associates Property. One Faneuil Hall, including its successors and assigns, agrees it shall not assert or seek to enforce any claim for breach of this Agreement against any of Associates's assets other than Associates's interest in the Associates Property and in the rents, issues and profits thereof, and One Faneuil Hall agrees to look solely to such interest for the satisfaction of any liability of or claim against Associates under this Agreement, it being specifically agreed that in no event whatsoever shall Associates*ever be personally liable for any such liability.

(ii) The term "One Faneuil Hall", as used in this Agreement, so far as covenants or obligations to be performed by One Faneuil Hall are concerned, shall be limited to mean and include only the owner or owners at the time in question of the One Faneuil Hall Property, and in the event of any transfer or transfers of title to the One Faneuil Hall Property, One Faneuil Hall herein named (and in the case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability for the performance of any covenants or obligations on the part of One Faneuil Hall contained in this Agreement thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Agreement on the part of One Faneuil Hall shall, subject as aforesaid, be binding on One Faneuil Hall, its successors and assigns only during and in respect of their respective successive periods of ownership of the One Faneuil Hall Property. Associates, including its successors and assigns, agrees it shall not assert *or its successors or assigns (which term shall include, without limitation, for purposes of this provision, their respective general or limited partners, beneficiaries, trustees, and officers)

or seek to enforce any claim for breach of this Agreement against any of One Faneuil Hall's assets other than One Faneuil Hall's interest in the One Faneuil Hall Property and in the rents, issues and profits thereof, and Associates agrees to look solely to such interest for the satisfaction of any liability of or claim against One Faneuil Hall under this Agreement, it being specifically agreed that in no event whatsoever shall One Faneuil Hall or its successors and assigns (which term shall include, without limitation, for purposes of this provision, their respective general or limited partners, trustees, beneficiaries and officers) ever be personally liable for any such liability.

(g) Recording. It is intended by the parties hereto that this Agreement be recorded with the Suffolk County Registry of Deeds at One Faneuil Hall's sole cost and expense within 90 days of the execution hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered under seal as of the day and year first above written.

FANEUIL HALL MARKETPLACE ASSOCIATES

By: Faneuil Hall Marketplace. Inc.,
Managing Agent

By: JAMES B. McLEAN JR.
Its

By: Carlyle Real Estate Limited
Partnership-75, General Partner

By: Carlyle-75 Managers, Inc.,
General Partner

By: Gary M. Sever
Its Vice President

By: Faneuil Hall Marketplace Limited
Partnership, General Partner

By: Quincy Market Corporation,
General Partner

By: JAMES B. McLEAN JR.
Its

ONE FANEUIL HALL SQUARE LIMITED
PARTNERSHIP

By: Gunwyn Development Corporation,
General Partner

By: [Signature]
Peter E. Madsen, President

STATE OF Ma

COUNTY OF Suffolk

May 14
February, 1986

Then before me personally appeared James B. Keen,
known to me to be the Vice President of Faneuil Hall
Marketplace, Inc., Managing Agent of Faneuil Hall Marketplace
Associates, who executed the within instrument on behalf of
Faneuil Hall Marketplace, Inc. and acknowledged the same to be
his free act and deed and the free act and deed of said
corporation and Faneuil Hall Marketplace Associates.

Maryann Sullivan
Notary Public
My Commission expires: 4/19/92

STATE OF Illinois

COUNTY OF Cook

February 28, 1986

Then personally appeared the above-named
Gary M. Summers known to me to be the
Vice President of Carlyle-75 Managers, Inc., who
executed the foregoing instrument on behalf of Carlyle-75
Managers, Inc., general partner of Carlyle Real Estate Limited
Partnership-75, general partner of Faneuil Hall Marketplace
Associates, and acknowledged the same to be his free act and deed
and the free act and deed of Carlyle-75 Managers, Inc., Carlyle
Real Estate Limited Partnership-75 and Faneuil Hall Marketplace
Associates.

Patricia M. Kilosky
Notary Public
My Commission expires: 12/12/86

STATE OF *Ma*

COUNTY OF *Suffolk*

May 14
~~February~~, 1986

Then personally appeared the above-named *James B. McLean Jr.*, known to me to be the *President* of Quincy Market Corporation, who executed the foregoing instrument on behalf of Quincy Market Corporation, general partner of Faneuil Hall Marketplace Limited Partnership, general partner of Faneuil Hall Marketplace Associates, and acknowledged the same to be his free act and deed and the free act and deed of Quincy Market Corporation, Faneuil Hall Marketplace Limited Partnership and Faneuil Hall Marketplace Associates.

Maryann Sullivan

Notary Public
My Commission expires: *4-19-92*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 15
~~February~~, 1986

Then before me personally appeared Peter E. Madsen, known to me to be the President of Gunwyn Development Corporation, who executed the within instrument on behalf of Gunwyn Development Corporation, and acknowledged same to be his free act and deed and the free act and deed of said corporation and of One Faneuil Hall Square Limited Partnership.

Peter E. Madsen

Notary Public
My Commission expires: *9-3-85*

JOINDER

(to Consent to Taking and Agreement)

WHEREAS, TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation ("Teachers") is the owner and holder of the nine certain Mortgages recorded with the Suffolk County Registry of Deeds and filed with the Suffolk County Registry District of the Land Court as hereinafter described:

1. Mortgage from Faneuil Hall Marketplace, Inc. (hereinafter also referred to as "Faneuil") to The Chase Manhattan Bank (National Association), (hereinafter "Chase") dated September 30, 1975 recorded with Suffolk County Registry of Deeds in Book 8827, Page 68 and filed with the Suffolk County Registry District of the Land Court as Document No. 325982, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$15,500,000.00, which Mortgage has been assigned to Teachers by Chase by Assignment of Mortgage dated June 21, 1978 recorded with said Deeds in Book 9070, Page 35 and filed with said District as Document No. 339504, and has been supplemented, consolidated and confirmed as a coordinate first mortgage by a Supplemental Mortgage from Faneuil Hall Marketplace Associates ("Associates") to Teachers, dated June 21, 1978, recorded with said Deeds in Book 9070, Page 41 and filed with said District as Document No. 339507 (hereinafter said Mortgage as so supplemented, consolidated and confirmed by said Supplemental Mortgage is referred to as "First Mortgage");
2. Mortgage (Mortgage A) from Faneuil to Chase dated September 30, 1975 recorded with said Deeds in Book 8827, Page 127 and filed with said District as Document No. 325984 securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Second Mortgage");
3. Mortgage (Mortgage B) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 185 and filed with said District as Document No. 325986 securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Third Mortgage");
4. Mortgage (Mortgage C) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 243 and filed with said District as Document No. 325988, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Fourth Mortgage");

5. Mortgage (Mortgage D) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 301 and filed with said District as Document No. 325990, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Fifth Mortgage");
6. Mortgage (Mortgage E) from Faneuil to Chase dated September 30, 1975, recorded with said Deeds in Book 8827, Page 359 and filed with said District as Document No. 325992, securing a Mortgage Note of Faneuil to Chase in the original principal sum of \$1,000,000.00 (hereinafter called "Sixth Mortgage");
7. Mortgage from Associates to Chase dated June 21, 1978 recorded with said Deeds in Book 9070, Page 103 and filed with said District as Document No. 339512, securing Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$2,900,000.00 (hereinafter called "Seventh Mortgage");
8. Mortgage from Associates to Chase dated June 21, 1978, recorded with said Deeds in Book 9070, Page 181 and filed with said District as Document No. 339515, securing a Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$750,000.00 (hereinafter called "Eighth Mortgage");
9. Mortgage from Associates to Chase dated June 21, 1978, recorded with said Deeds in Book 9070, Page 259 and filed with said District as Document No. 339518 securing a Mortgage Note of Associates and Faneuil to Chase in the original principal sum of \$448,000.00 (hereinafter called "Ninth Mortgage"); and

Said Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Mortgages were assigned by Chase to Teachers by assignment of Mortgages dated July 16, 1979 duly recorded with Suffolk County Registry of Deeds in Book 9207, Page 5 and filed with the Suffolk County Registry District of the Land Court as Document No. 345779, and all of said nine Mortgages have been confirmed, modified and consolidated into a single first lien by a Supplemental Mortgage and Consolidation and Modification Agreement from Associates to Teachers dated July 16, 1979 duly recorded with Suffolk County Registry of Deeds in Book 9207, Page 19 and filed with the Suffolk Registry District of the Land Court as Document No. 345789 and

which nine Mortgages convey certain premises of which the Parcel and Easement Areas described in the foregoing Consent to Taking and Agreement is a part,

For TEN (\$10.00) DOLLARS and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Teachers (a) does hereby consent to (i) Associates entering into the Consent to Taking and Agreement by and between One Faneuil Hall Square Limited Partnership and Associates to which this Joinder is attached and (ii) to the taking of the Parcel and the Easements (as defined therein) (the "Taking"), (b) does hereby release all claims it may have for damages or compensation with respect to the Taking, and (c) does hereby agree that in the event Teachers succeeds to the interest of Associates in the premises conveyed by the Mortgages by foreclosure or deed in lieu thereof it shall be bound by the terms and provisions of the Consent to Taking and Agreement to which this Joinder is attached.

EXECUTED as a sealed instrument this _____ day of _____, 1986.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

gm
By *Kathleen M. Nelson*
Vice President

By *Carolyn Quaranto*
ASSISTANT SECRETARY

STATE OF NEW YORK

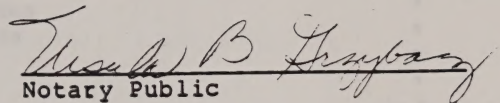
City and County)
of New York) SS:

May 6, 1986

Then personally appeared the above named Kathleen M. Nelson
the Vice President, and CAROLYN QUARANTO, the _____

ASSISTANT SECRETARY

, respectively of Teachers Insurance and Annuity Association of America, who are personally known to me, and being duly sworn, did state and affirm that they are the Vice President and ASSISTANT SECRETARY, respectively of Teachers Insurance and Annuity Association of America and as such duly authorized to execute and deliver the foregoing Joinder for and on behalf of said Teachers Insurance and Annuity Association of America, and acknowledged the foregoing Joinder to be the free act and deed of Teachers Insurance and Annuity Association of America, before me,


Notary Public

My commission expires:

URSULA B. GRZYBACZ
NOTARY PUBLIC, State of New York
No. 24-4639423
Qualified in King County
Certificate Filed in New York County
Commission Expires Feb. 28, 19...89

EXHIBIT B
TO
CONSENT TO TAKING AND AGREEMENT

<u>Dwg. #</u>	<u>Description</u>	<u>Issue Date</u>
Figure 1	Borehole Location Plan	02/13/83

ARCHITECTURAL

AS.1	Site Plan & Enlarged Details	11/04/85
A1.1	Basement Plan	11/04/85
A1.2	First Floor Plan	"
A1.3	Second Floor Plan	"
A1.4	Third & Fourth Floors (typical)	"
A1.5	Fifth & Sixth Floors	"
A1.6	Seventh Floor Plan	"
A1.7	Seventh Floor Mezzanine	"
A1.8	Roof Plan & Details (revised but not dated)	"
A2.1	North Exterior Building Elevations	"
A2.2	East Exterior Building Elevations	"
A2.3	South Exterior Building Elevations	"
A2.4	West Exterior Building Elevations	"
A3.1	Building Sections	"
A3.2	Wall Sections	"
A3.3	Wall Sections	No Date
A3.4	Wall Sections & Detail Elevation	11/04/85
A3.5	Wall Sections (revised but not dated)	"
A3.6	Wall Sections	"
A3.7	Details	"
A3.8	(No Title)	"
A3.9	Plan Details	"
A4.1	Core Plans Fire Stair Nos. 1 & 2	06/15/84
A4.2	Stair Sections & Details	"
A4.3	Stair Sections & Details	"
A4.4	Toilet Core Plans & Elevations	"
A5.1	Lobby: Elevations, Plans, & Enlarged Details	"
A6.1	Partition Types	11/04/85
A6.2	Door Schedule & Details	"
A6.2A	Door Details	"
A6.3	Window Entrance & Louver Details	"
A6.4	Window Entrance & Louver Details	"
A6.5	Window and Misc. Details	"
A6.6	Room Finish Schedule	06/15/84
A7.1	Basement Plan - Reflected Ceiling Plan	11/04/85
A7.2	First Floor Plan - Reflected Ceiling Plan	"
A7.3	Second Floor Plan - Reflected Ceiling Plan	"
A7.4	Third & Fourth Floor Plan - Reflected Ceiling Plan	"
A7.5	Seventh Floor Plan - Reflected Ceiling Plan	"
A7.6	Seventh Floor Mezzanine - Reflected Ceiling Plan	"

MECHANICAL

M-1	Mechanical Symbols and Abbreviations	11/04/85
M-2	Basement Plan	"

Dwg. #DescriptionIssue Date

A3.3	Wall Sections	No Date
A3.4	Wall Sections & Detail Elevation	11/04/85
A3.5	Wall Sections (revised but not dated)	"
A3.6	Wall Sections	"
A3.7	Details	"
A3.8	(No Title)	"
A3.9	Plan Details	"
A4.1	Core Plans Fire Stair Nos. 1 & 2	06/15/84
A4.2	Stair Sections & Details	"
A4.3	Stair Sections & Details	"
A4.4	Toilet Core Plans & Elevations	"
A5.1	Lobby: Elevations, Plans, & Enlarged Details	"
A6.1	Partition Types	11/04/85
A6.2	Door Schedule & Details	"
A6.2A	Door Details	"
A6.3	Window Entrance & Louver Details	"
A6.4	Window Entrance & Louver Details	"
A6.5	Window and Misc. Details	"
A6.6	Room Finish Schedule	06/15/84
A7.1	Basement Plan - Reflected Ceiling Plan	11/04/85
A7.2	First Floor Plan - Reflected Ceiling Plan	"
A7.3	Second Floor Plan - Reflected Ceiling Plan	"
A7.4	Third & Fourth Floor Plan - Reflected Ceiling Plan	"
A7.5	Seventh Floor Plan - Reflected Ceiling Plan	"
A7.6	Seventh Floor Mezzanine - Reflected Ceiling Plan	"

STRUCTURAL

S-1	General Notes	11/04/85(rev: 12/9
S-2	Typical Details	" "
S-3	Framing Plans	" "
S-4	Framing Plans	" "
S-5	Column Types & Reinforcement	" "
S-6	Stair Sections & Beam Schedule	" "
S-7	Core Part Plans & Stair Sections	" "
S-8	Sections	" "
S-9	Sections	" "
S-10	Sections	" "

FIRE PROTECTION

FP-1	Plumbing Fire Protection Legend	11/04/85
FP-2	Utilities - Site Plan	" (rev: 11/22
FP-3	Plumbing - Fire Protection - Bsmt - 6th Floor Plans (revised but not dated)	"
FP-4	Plumbing - Fire Protection - 7 & 7M Floor Plans (revised but not dated)	"
FP-5	Plumbing - Fire Protection - Riser Diagrams (revised but not dated)	"
FP-6	Plumbing - Fire Protection - Details (revised but not dated)	"
FP-7	Plumbing - Fire Protection - Details	"

